RECENT DECISIONS

AGENCY—NEGLIGENCE—RESPONSIBILITY FOR APPARENT AUTHORITY.—The defendant owned and operated a hotel where the plaintiff applied and was assigned to a room by a person apparently in charge of the office. The plaintiff deposited his valuables with him and obtained a receipt, acting pursuant to the usual statutory notices there posted. The person absconded with the plaintiff's property. It appeared that he was not in the employ of the defendant, but had been a roomer in the hotel. The plaintiff sues to recover the value of the things deposited. *Held,* for the plaintiff, on the ground that the defendant, because of negligence, was estopped to deny that the imposter had received the deposit as her agent. *Kanelles* v. *Locke* (Ohio Ct. of App. 1919) 18 Ohio Law Rep. No. 33, 31 O. C. A. 280.

Courts are prone to invoke the doctrine of estoppel to explain agency cases involving so-called apparent authority. See *Hannon* v. *Siegel-Cooper Co.* (1901) 167 N. Y. 244, 60 N. E. 597; *Plankinton Packing Co.* v. *Berry* (1917) 199 Mich. 212, 165 N. W. 676. But accurate analysis reveals the exercise of a real, represented agency, resulting in a true contractual duty on the part of the one who is held bound as principal. See (1905) 5 COLUMBIA LAW REV. 36; (1906) 6 COLUMBIA LAW REV. 34; *contra,* (1905) 5 COLUMBIA LAW REV. 354. In the instant case, the facts constituting the representation of agency may be grouped into (1) the conduct of the impostor, (2) the stage-setting. Should the defendant, factually responsible for the latter, and thus contributing to the aggregate of facts which misled the plaintiff, be legally responsible for the effect of this composite representation? If the hotel office had been occupied by the impostor without fault of the proprietor,—had a real clerk been forcibly put out of the way, and the fraud then practised upon the guest,—it seems that no legal responsibility for the representation of agency would have attached to the proprietor. But if the defendant had designedly left the stage set for an impostor, he would probably be bound as principal. In the instant case, as has been seen, the defendant contributed certain of the facts which formed the representation of agency. Her negligence made possible and facilitated the addition, by the impostor, of other facts to the composite representation. For the effect of this aggregate the defendant should be legally responsible.

ATTORNEY AND CLIENT—ATTORNEY'S LIEN—SETTLEMENT AFTER JUDGMENT.—The interveners, attorneys for the plaintiff, contracted with him for a contingent fee of fifty per cent. "on any amount of money received in settlement or recovered by judgment". A judgment of $2500 was recovered, and the defendant appealed. Pending appeal, the plaintiff, who was financially irresponsible, settled with the defendant for $500, in the absence of his attorneys and without their consent. The attorneys claim one half of the judgment as their fee, rather than one half of the settlement. *Held,* for the plaintiff; two judges dissenting. *Griggs* v. *Chi., etc. Ry., Lambert et al., Interveners* (Neb. 1920) 177 N. W. 185.

To encourage settlements the common law permitted parties to compromise at any time without consent of their attorneys. See *Fischer-Hansen* v. *B'klyn H'gts Ry.* (1903) 173 N. Y. 492, 66 N. E. 395. But at the same time the common law gave an attorney a charging lien upon a judgment recovered through his efforts. (1920) 20 COLUMBIA LAW REV. 704. If this lien were absolute,